

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case
10-CA-139661Date Filed
10-28-14**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

| | | |
|---|---|-------------------------------------|
| a. Name of Employer McDonald's Restaurants of North Carolina, Inc., d/b/a McDonald's of Asheville-Biltmore | | b. Tel. No. 828-274-2308 |
| | | c. Cell No. |
| | | f. Fax No. |
| d. Address (Street, city, state, and ZIP code) 35 Hendersonville Road Asheville, North Carolina 28803 | e. Employer Representative (b) (6), (b) (7)(C) | g. e-Mail |
| | | h. Number of workers employed 30 |
| i. Type of Establishment (factory, mine, wholesaler, etc.) Restaurant | j. Identify principal product or service Fast Food | |

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On or about (b) (6), (b) (7)(C) 2014 the employer suspended (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) protected concerted activity of discussing the terms and conditions of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) co-workers' employment with (b) (6), (b) (7)(C) co-workers, (b) (6), (b) (7)(C) supervisor, the (b) (6), (b) (7)(C) of the store, and a (b) (6), (b) (7)(C). On or about (b) (6), (b) (7)(C) 2014, (b) (6), (b) (7)(C) had not been called back to work by the employer and learned through a prospective employer that the employer had fired (b) (6), (b) (7)(C). Therefore, the employer has interfered with (b) (6), (b) (7)(C) exercise of rights guaranteed in Section 7 of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.

4c. Cell No. (b) (6), (b) (7)(C)

4d. Fax No.**4e. e-Mail**

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Print/type name and title or office, if any)

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.**Fax No.****e-Mail**

(b) (6), (b) (7)(C)

Address

(b) (6), (b) (7)(C)

10/23/14
(date)**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 11
4035 University Pkwy Ste 200
Winston Salem, NC 27106-3275

Agency Website: www.nlrb.gov
Telephone: (336)631-5201
Fax: (336)631-5210



Download
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October 28, 2014

(b) (6), (b) (7)(C)

McDonald's Restaurants of North Carolina,
Inc., d/b/a McDonald's of Asheville-Biltmore
35 Hendersonville Rd
Asheville, NC 28803-2646

Re: McDonald's Restaurants of North Carolina,
Inc., d/b/a McDonald's of Asheville-
Biltmore
Case 10-CA-139661

Dear (b) (6), (b) (7)(C)

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner JENNIFER G. CORBIN whose telephone number is (336)631-5196. If this Board agent is not available, you may contact Deputy Regional Attorney LISA R. SHEARIN whose telephone number is (336)631-5256.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly. **Due to the nature of**

October 28, 2014

the allegations in the enclosed unfair labor practice charge, we have identified this case as one in which injunctive relief pursuant to Section 10(j) of the Act may be appropriate.

Therefore, in addition to investigating the merits of the unfair labor practice allegations, the Board agent will also inquire into those factors relevant to making a determination as to whether or not 10(j) injunctive relief is appropriate in this case. Accordingly, please include your position on the appropriateness of Section 10(j) relief when you submit your evidence relevant to the investigation.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

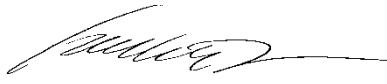
We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

McDonald's Restaurants of North Carolina, - 3 -
Inc., d/b/a McDonald's of Asheville-
Biltmore
Case 10-CA-139661

October 28, 2014

Very truly yours,

Claude T. Harrell Jr.
Regional Director

By: 

Scott C. Thompson
Officer in Charge

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

McDonald's Restaurants of North Carolina, Inc., d/b/a McDonald's of Asheville-Biltmore

CASE NUMBER

10-CA-139661

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**

A. STATE OF INCORPORATION OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$

YES NO

B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$**H. Gross Revenues from all sales or performance of services (Check the largest amount)**☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.

I. Did you begin operations within the last 12 months? If yes, specify date: _____

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

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cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**MCDONALD'S RESTAURANTS OF NORTH
CAROLINA, INC., D/B/A MCDONALD'S OF
ASHEVILLE-BILTMORE**

Charged Party

and

(b) (6), (b) (7)(C) (7)(C)

Charging Party

Case 10-CA-139661

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on October 28, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

(b) (6), (b) (7)(C)

McDonald's Restaurants of North Carolina,
Inc., d/b/a McDonald's of Asheville-Biltmore
35 Hendersonville Rd
Asheville, NC 28803-2646

October 28, 2014

Date

Lisa A. Davis, Designated Agent of NLRB

Name

/s/ Lisa A. Davis

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 11
4035 University Pkwy Ste 200
Winston Salem, NC 27106-3275

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Telephone: (336)631-5201
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October 28, 2014

(b) (6), (b) (7)(C)

Re: McDonald's Restaurants of North Carolina,
Inc., d/b/a McDonald's of Asheville-
Biltmore
Case 10-CA-139661

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on October 28, 2014 has been docketed as case number 10-CA-139661. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner JENNIFER G. CORBIN whose telephone number is (336)631-5196. If this Board agent is not available, you may contact Deputy Regional Attorney LISA R. SHEARIN whose telephone number is (336)631-5256.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or at the Regional office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you

October 28, 2014

fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Procedures: We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

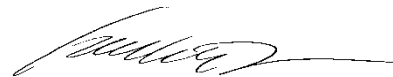
Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website www.nlr.gov or from the Regional Office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Claude T. Harrell Jr.
Regional Director

By:



Scott C. Thompson
Officer in Charge

From: [Shearin, Lisa R.](#)
To: [Corbin, Jennifer G.](#)
Subject: RE: McDonald's 10-CA-139661
Date: Wednesday, November 5, 2014 12:11:07 PM

Ok, (b) (5), (b) (6), (b) (7)(C)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Corbin, Jennifer G.
Sent: Wednesday, November 05, 2014 11:36 AM
To: Shearin, Lisa R.
Subject: McDonald's 10-CA-139661

The attorney that works with Glenn Shults (Linda Vespereny) is representing the CP in this case. (b) (5), (b) (6), (b) (7)(C)

[REDACTED]

Vespereny told me (b) (5), (b) (6), (b) (7)(C)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: [Shearin, Lisa R.](#)
To: [Corbin, Jennifer G.](#)
Subject: FW: McDonalds cases
Date: Monday, November 17, 2014 11:17:42 AM
Attachments: [Merit determinations McDonalds.xlsx](#)
Importance: High

Just keep in mind for your McDonald's case.

From: Harrell, Claude T.
Sent: Monday, November 17, 2014 9:11 AM
To: ML-R10-Supervisors (R)
Subject: FW: McDonalds cases
Importance: High

Please review the list to ensure all our merit McDonald's cases are accounted for. Let me know if any are missing. Thanks!

From: Tursell, Beth
Sent: Sunday, November 16, 2014 10:00 AM
To: ML-Regional Directors (R); Lindsay, Garey E.
Cc: Jaffe, Leah Z.; Dunham, Geoffrey; Tursell, Beth; Baniszewski, Joseph; Boda, Dolores; Collopy, Dan; Eddins-Hill, Rosalind Elaine; Hatfield, Yvette; Karsh, Aaron; Kelly, David A.; Kilpatrick, Elizabeth; Levin, Nelson; Margolies, Peter; Purcell, Anne G.; Sullivan, Joan A.; Wainstein, Richard; Wallace, Victoria; Wilson, Dorothy D.
Subject: McDonalds cases
Importance: High

Over the past several months, we've been tracking the charges filed against McDonalds Corporation and/or McDonalds' franchises. Based on the information provided, I've prepared the attached spreadsheet that lists all of the McDonalds cases where a merit determination has been made. The list also contains the allegations that were found to be meritorious. Please review the spreadsheet and let me know if there are any cases missing from the list or if any information is incorrect.

(b) (5)



Beth Tursell

Assistant to the General Counsel

Division of Operations-Management

(202)273-2888

beth.tursell@nrlrb.gov

McDonald's Merit Determinations

| Updated 11/16/14 | Updated 11/16/14 | Case Name | Joint/Franchise/Corp | Allegations | NxGen link |
|---------------------|---------------------|--|----------------------|--|------------|
| 2 | 02-CA-093893 | MCDONALDS & MCDONALDS CORPORATION | Corporate | 8(a)(1)(3) altered maner in which work schedules are communicated, took away ees names tags and/or limited info workers have regarding schedules and identify of coworkers to prevent them from organizing, solicited ee grievances (Implied promise of benefits & express promise of benefits, threat, first impression of surveillance, interrogation, threat to terminate, not giving ee hours because of UN activity, requiring ee to request break rather than giving (b) (6), (b) (7)(C) break, demoting ee from cashier to fry, threat to close store, reduction in hours of 1 ee | |
| 2 | 02-CA-098662 | (b) (6), (b) (7)(C) D/B/A LEWIS FOODS OF 42ND STREET, LLC & MCDONALD'S | Joint | | |
| 2 | 02-CA-093895 | MCDONALD'S LOCATED AT 1188 6TH AVENUE NEW YORK, NY 10036 & MCDONALD'S CORPORATION ONE MCDONALD'S PLAZA OAK BROOK, IL 60523 | Joint | 8(a)(1)(3) interrogation, surveillance, impression of surveillance, threat/more strictly enforce lateness/theft policy, suspension, enforcement of no solicitation policy | |
| 2 | 02-CA-097827 | (b) (6), (b) (7)(C) D/B/A BEA & AJD & MCDONALD'S USA LLC AS JOINT OR SINGLE EMPLOYER | Joint | | |
| 2 | 02-CA-093927 | MCDONALDS & MCDONALDS CORPORATION | Joint | 8(a)(1) threatening ees, telling ees they could be fired, hours cut or forced to quit, promising benefits or improvements in terms/conditions | |
| 2 | 02-CA-098659 | (b) (6), (b) (7)(C) d/b/a John C. Food Corp. & McDonald's USA, LLC as Joint or Single Employer | Joint | | |
| 2 | 02-CA-094224 | MC DONALDS LOCATED AT 1651 BROADWAY NEW YORK, NY 10019 & MC DONALDS CORPORATION ONE MCDONALDS PLAZA, OAK BROOK IL 60623 | Joint | 8(a)(1) threatening to fire ees who spoke with Un rep, threatened to terminate ees who participated in UN activity, solicitation of grievances, promise of benefits, altering manner in which work schedule was communicated and/or limiting ee information concerning scheduled hours of coworkers to prevent ees from organizing | |
| 2 | 02-CA-098676 | (b) (6), (b) (7)(C) D/B/A 18884 FOOD CORP. (OR DUNHAM MANAGEMENT CORP.) & MCDONALD'S USA LLC AS JOINT SINGLE EMPLOYER | Joint | | |
| 2 | 02-CA-094679 | McDonald's & McDonald's Corporation | Joint | | |

McDonald's Merit Determinations

| Updated 11/16/14 | Updated 11/16/14 | Case Name | Joint/Franchise/Corp | Allegations | NxGen link |
|---------------------|---------------------|--|----------------------|---|------------|
| 2 | 02-CA-098604 | (b) (6), (b) (7)(C) d/b/a 14 EAST 47TH STREET | Joint | 8(1) interrogation, threat of unspecified reprisals | |
| 2 | 02-CA-097305 | MCDONALD'S AND MCDONALD'S CORPORATION | Joint | 8(a)(1) threatening ees w/dischARGE, interrogation, surveilling and/or creating impression of surveillance, prohibiting ees from engaging in Sec 7 rights during non-work time on ER's premises | |
| 2 | 02-CA-098009 | MCDONALD'S & MCDONALD'S CORPORATION | Joint | 8(a)(1) interrogation, solicited grievances | |
| 2 | 02-CA-103384 | (b) (6), (b) (7)(C) & MCDONALD'S USA, LLC AS JOINT OR SINGLE EMPLOYER | Joint | 8(a)(1) threatening ee w/unspecified reprisals, interrogation | |
| 2 | 02-CA-103726 | (b) (6), (b) (7)(C) & MCDONALDS USA LLC AS JOINT OR SINGLE EMPLOYER | Joint | 8(a)(1) prohibiting ee from speaking to UN after working hours, engaging in unlawful surveillance and/or creating impression of surveillance | |
| 2 | 02-CA-103771 | (b) (6), (b) (7)(C) & MCDONALD'S USA, LLC AS JOINT OR SINGLE EMPLOYER | Joint | 8(a)(1) instructing ees not to talk to the union, prohibiting ee on non-work time from talking to UN, telling ees they are not allowed to engage in protected activity and not to talk w/co-workers about protected activity, requiring ees to sign paper documenting that they were told by ER that they are not allowed to engage in protected activity and not allowed to talk to coworkers about protect activity | |
| 2 | 02-CA-106094 | (b) (6), (b) (7)(C) & MCDONALD'S USA, LLC AS JOINT OR SINGLE EMPLOYER | Joint | 8(a)(1) threatening ee w/reduction of hours and/or days, threats of store closure, changing manner in which ee schedules are distributed, instructing ees not to accept literature | |
| 2 | 02-CA-112282 | (b) (6), (b) (7)(C) & MCDONALD'S USA, LLC AS JOINT OR SINGLE EMPLOYER | Joint | 8(a)(1)(3) threat to discharge and other unspecified reprisals in response to pca, discharged 1 ee, | |
| 4 | 04-CA-125567 | (1) Jo-Dan Enterprises d/b/a McDonald's and/or (2) Jo-Dan Madalisse LTD, LLC d/b/a McDonald's, and (3) McDonald's USA, LLC as Joint or Single Employer | Joint | 8(a)(3) discharge of (b) (6), (b) (7)(C) | |
| 5 | 05-CA-114604 | McDonald's Restaurants of the District of Columbia, Inc. | Corporate | 8(a)(1) reduction in hours 1 ee | |

McDonald's Merit Determinations

| Updated 11/16/14 | Updated 11/16/14 | Case Name | Joint/Franchise/Corp | Allegations | NxGen link |
|---------------------|---------------------|---|----------------------|--|------------|
| 7 | 07-CA-128024 | McDonald's Restaurants of Michigan, Inc. | ?? | 8a1 threat to cut hours; interrogations; threat to call police if employees speak with union officials; 8a3 reduced hours of striking employees | |
| 13 | 13-CA-106490 | (1) Karavites Restaurants 11102 LLC, d/b/a McDonald's/201 N Clark and (2) McDonald's Corporatoin, named as joint employers | Joint | 8(a)(1)(3) coercive rules, reduction in hrs 2 ees, change in job duties 1 ee, onerous work assignement 1 ees, threats, soliciting grievances, promise to resolve grievances; certain coercive statements | |
| 13 | 13-CA-106491 | (1) Karavites Restaurants 26, Inc., d/b/a McDonald's/10 E. Chicago and (2) McDonald's Corporation, named as joint employers | Joint | 8(a)(1)(3) reduction in hours 2 ees, solicitation of grievances, coercive rules, coercive statements | |
| 13 | 13-CA-106493 | (1) RMC Loop Enterprises, LLC, d/b/a McDonald's/23 S Clark and (2) McDonald's Corporation, named as joint employers | Joint | 8(a)(1) promise and granting of wge increase, coercive rules, certain coercive statements | |
| 13 | 13-CA-107668 | (1) Wright Management, Inc. d/b/a Rock-N-Roll McDonald's (2) McDonald's Corporatoin, named as joint employers | Joint | 8(a)(1)(3) warning | |
| 13 | 13-CA-113837 | Wright Management, Inc., d/b/a Rock-N-Roll McDonald's and McDonald's Corporation, joint employers. | Joint | 8(a)(1)(3) discipline, failure to allow ee to switch shifts, threat | |
| 13 | 13-CA-115647 | (1) V. Oviedo, Inc. d/b/a McDonald's/2707 N Milwaukee and (2) McDonald's Corporation, named as joint employers | Joint | 8(a)(1) statement of interference | |
| 13 | 13-CA-117083 | (1) McDonald's Restaurants of Illinois, Inc. d/b/a McDonald's/2005 W Chicago Avenue and (2) McDonald's USA, LLC, named as joint employers | Joint | 8(a)(1) interrogations, threats and stricter rule enforcement | |
| 13 | 13-CA-118690 | McDonald's/23 N. Western Avenue and McDonald's Corporation, named as joint employers as to the subject of this charge | Joint | 8(a)(1) interference - note on schedule that any use w/o permission from the corporation may lead to prosecution | |
| 13 | 13-CA-118691 | McDonald's/2005 W. Chicago and McDonald's Corporation, named as joint employers as to the subject of this charge | Joint | 8(a)(1) interference - note on schedule that any use w/o permission from the corporation may lead to prosecution | |

McDonald's Merit Determinations

| Updated 11/16/14 | Updated 11/16/14 | Case Name | Joint/Franchise/Corp | Allegations | NxGen link |
|---------------------|---------------------|--|----------------------|---|------------|
| 13 | 13-CA-119015 | V. Oviedo, Inc., d/b/a McDonald's/2707 N Milwaukee and McDonald's Corporation, joint employers | Joint | 8(a)(1) reduction in hours 1 ee, reduction in hours, overly broad rule | |
| 13 | 13-CA-121759 | McDonald's Restaurants of Illinois, Inc. d/b/a McDonald's/2005 W. Chicago Avenue and McDonald's USA, LLC, named as joint employers | Joint | 8(a)(1) directing removal of union pin, statement of futility, interrogation, threat to cut hours and interference/stricter enforcement of a rule | |
| 13 | 13-CA-123699 | K. Mark Enterprises, LLC d/b/a McDonald's and McDonald's USA, LLC, named as joint employers | Joint | 8(a)(1)(3) interrogation, solicitation of grievances, threat to terminate, discipline | |
| 13 | 13-CA-123916 | V. Oviedo, Inc. d/b/a McDonald's/2707 N Milwaukee and McDonald's USA, LLC, joint employers | Joint | 8(a)(1)(3) telling ee that reduction in hours is linked to demonstration, reduction in 1 ee hours, implied threat to remove a benefit | |
| 13 | 13-CA-124213 | (1) McDonald's/9211 S. Commercial and (2) McDonald's USA, LLC, named as joint employers | Joint | 8(1) unlaw statement at the bottom of employee schedules | |
| 13 | 13-CA-124813 | V.Oviedo, Inc. d/b/a McDonald's/2702 N. Milwaukee and (2) McDonald's USA , LLC, as joint employers | Joint | 8(a)(1) coercive statement at bottom of ee schedules | |
| 13 | 13-CA-129771 | K. Mark Enterprises, LLC d/b/a McDonald's and Mc Donald's USA, LLC, named as joint employers | Joint | 8(a)(1) coercive statement at bottom of ee schedules | |
| 13 | 13-CA-131141 | McDonald's/4047 E. 106th Street and McDonald's USA, LLC, joint employers | Joint | 8(a)(1) coercive statement at bottom of ee schedules | |
| 13 | 13-CA-131143 | McDonald's/600 N. Clark Street and McDonald's USA, joint employers | Joint | 8(a)(1) coercive statement at bottom of ee schedules | |
| 13 | 13-CA-131145 | McDonald's/5220 S. Lake Park Avenue and McDonald's USA, LLC, joint employers | Joint | 8(a)(1) coercive statement at bottom of ee schedules | |
| 14 | 14-CA-119593 | McDonald's Restaurants of Missouri, Inc. | Franchise | 8(a)(1)(3) disparate application of no insignia rule, removal of ee from work shedule for 1 day, (b)(6) warnings issued to 1 ee on 1 day | |

McDonald's Merit Determinations

| Updated 11/16/14 | Updated 11/16/14 | Case Name | Joint/Franchise/Corp | Allegations | NxGen link | |
|---------------------|---------------------|--|----------------------|---|------------|--|
| 14 | 14-CA-123656 | Estel Foods, Inc. d/b/a McDonalds of Broadway/Love's Travel Center | ?? | 8(a)(1) threat of unspecified reprisal and information ees that they were not to talk to union rep | | |
| 14 | 14-CA-125416 | Essig & Associates, Inc. d/b/a McDonald's & McDonald's USA LLC as Joint or Single Employer | Joint | 8(a)(1) restriction on discussing the strike, posting overly broad solicitation rule, restriction on talking with union rep | | |
| 14 | 14-CA-127084 | King's Management Co., Inc. d/b/a McDonald's & McDonald USA, LLC as Joint or Single Employer | Joint | 8(a)(1) threat to cut hours, surveillance | | |
| 15 | 15-CA-113531 | McDonald's | Joint | 8(a)(1) surveillance and threats of job loss | | |
| 15 | 15-CA-118304 | ANDERSON ENTERPRISES d/b/a MCDONALD'S AND MCDONALD'S USA, LLC AS JOINT OR SINGLE EMPLOYER | Joint | 8(a)(1) surveillance, threat to deny employee promotions to manager | | |
| 15 | 15-CA-128323 | CENTURY MANAGEMENT LLC D/B/A MCDONALD'S AND MCDONALD'S USA, LLC AS JOINT OR SINGLE EMPLOYER | Joint | 8(a)(1) rules | | |
| 25 | 25-CA-114819 | FAITH CORPORATION OF INDIANAPOLIS DBA MCDONALD'S | Joint | 8(a)(1) threats, interrogation, surveillance, intimidation and coercion. | | |
| 25 | 25-CA-114915 | MCDONALD'S USA, LLC | Corporate | | | |
| 31 | 31-CA-109095 | Onemor, Inc. and McDonald's USA LLC as Joint or Single Employer | Joint | 8(a)(1) interference with an ee speaking to union organizer on one occasion. Merit dismissed. | | |
| 25 | 25-CA-130734 | FAITH CORPORATION OF INDIANAPOLIS D/B/A MCDONALD'S | Franchise | reduced the hours of 1 employee in retaliation for pca | | |
| 25 | 25-CA-130746 | MCDONALD'S USA, LLC | Corporate | | | |
| 31 | 31-CA-129982 | 2Mangas Incorporated d/b/a McDonalds & McDonalds USA LLC as Joint/Single Employer | Joint | 8(a)(1) interrogation | | |
| 31 | 31-CA-134237 | 2Mangas Incorporated d/b/a McDonalds & McDonalds USA LLC as Joint/Single Employer | Joint | 8(a)(1) creating impression of surveillance by surveilling ee's section 7 activity | | |

McDonald's Merit Determinations

| Updated 11/16/14 | Updated 11/16/14 | Case Name | Joint/Franchise/Corp | Allegations | NxGen link | |
|---------------------|---------------------|---|----------------------|--|------------|--|
| 13 | 13-CA-131440 | (1) V. Oviedo, Inc. d/b/a McDonald's/2707 N Milwaukee and (2) McDonald's USA, LLC, as joint employers | Joint | 8(a)(1)(3) interference & issuing discipline | | |
| 31 | 31-CA-127447 | Donald Bailey d/b/a McDonald's & McDonald's USA LLC as single joint employer | Joint | 8(a)(1) overly broad no-solicitation rule | | |
| 31 | 31-CA-130085 | Donald Bailey d/b/a/ McDonald's & McDonald's USA LLC as single/joint employer | Joint | 8(a)(1) interferred w/Section 7 rights by telling ee discipline was just between ee & manager | | |
| 31 | 31-CA-130090 | Donald Bailey d/b/a/ McDonald's & McDonald's USA LLC as single/joint employer | Joint | 8(a)(1) issuing discipline to 1 ee | | |
| 20 | 20-CA-132103 | McDonald's (Pocket McDonald); McDonald's Corporation | Joint | 8(a)(1)(3) retaliating against 1 employee for purpose of dissuading employees from joining and participating in the Western Workers Organizing Committee | | |
| 15 | 15-CA-128323 | CENTURY MANAGEMENT LLC D/B/A MCDONALD'S AND MCDONALD'S USA, LLC AS JOINT OR SINGLE EMPLOYER | Joint | 8(a)(1) overly broad rule, unauthorized mtgs on company property, | | |
| 20 | 20-CA-135947 | McDonald's (Pocket McDonald); McDonald's Corpration | Joint | 8(a)(1) discharge 1 employee | | |
| 20 | 20-CA-135979 | McDonald's (Pocket McDonald); McDonald's Corporation | Joint | 8(a)(1) suspended 1 employee | | |
| 13 | 13-CA-124812 | Karavites Restaurant 5895, Inc. d/b/a McDonald's/1004 W. Wilson and (2) McDonald's USA, LLC, as joint employers | Joint | 8(a)(1) coercive rules | | |
| 18 | 18-CA-125493 | Franchisee Nevada Corp./MacAllen Partnership d/b/a/ McDonalds @420 E. Capitol & McDonalds USA LLC as single or joint Employer | Joint | 8(a)(1) statement -union not allowed on property | | |

McDonald's Merit Determinations

| Updated 11/16/14 | Updated 11/16/14 | Case Name | Joint/Franchise/Corp | Allegations | NxGen link |
|---------------------|---------------------|--|------------------------------------|---|--|
| 13 | 13-CA-129709 | Taylor & Malone Management d/b/a McDonald's/29 E. 87th Street and (2) McDonald's USA, LLC, joint employers | Joint | 8(a)(1) interference, overly broad rule | |
| 13 | 13-CA-131097 | McDonald's/2827 C. Cicero Avenue, Cicero, IL and (2) McDonald's USA, LLC, joint employers | Joint | 8(a)(1) overly broad work rule, by prohibiting its employees to discuss their schedule | |
| 13 | 13-CA-131098 | McDonald's/5624 W. Roosevelt Road and (2) McDonald's USA, LLC, joint employers | Joint | 8(a)(1) overly broad work rule, by prohibiting its employees to discuss their schedule | |
| 31 | 31-CA-128483 | Sanders-Clark & Co. d/b/a McDonalds & McDonalds USA LLC as Joint/Single Employer | Joint | 8(a)(1) prohibiting discussion of Union | |
| 31 | 31-CA-129027 | Sanders-Clark & Co. d/b/a McDonalds & McDonalds USA LLC as Joint/Single Employer | 8(a)(1) threat by showing warnings | | |
| 31 | 31-CA-132489 | Donald Bailey d/b/a McDonald's & McDonald's USA LLC as single/joint employer | Joint | 8(a)(1) unlawful rule (#10) in Crew Disciplinary Policies - "Failure to observe any of McDonald's Crew policies may result in disciplinary action" such as verbal or written warning, suspension without pay, or termination. | |
| 31 | 31-CA-133117 | Sanders-Clark & Co. d/b/a McDonalds & McDonalds USA LLC as Joint/Single Employer | Joint | 8(a)(1) Interrogation and implied threat | |
| 31 | 31-CA-135529 | Donald Bailey d/b/a McDonald's & McDonald's USA LLC as single/joint employer | Joint | 8(a)(1) unlawful rule (#15) Employee Handbook - Conduct unbecoming of an employee is prohibited | DEV.31-CA-135529.Employee Handbook for 1071W. MLK Blvd |
| 31 | 31-CA-135590 | Donald Bailey d/b/a McDonald's & McDonald's USA LLC as single/joint employer | Joint | 8(a)(1) unlawful rule (#8) Employee Handbook - False statements verbal or written, misrepresentation, or fraud is prohibited | |
| 31 | 31-CA-127447 | Donald Bailey d/b/a McDonald's & McDonald's USA LLC as joint employer | Joint | 8(a)(1) overly broad no-solicitation rule | |

McDonald's Merit Determinations

| Updated 11/16/14 | Updated 11/16/14 | Case Name | Joint/Franchise/Corp | Allegations | NxGen link |
|---------------------|---------------------|---|----------------------|--|------------|
| 31 | 31-CA-130085 | Donald Bailey d/b/a/ McDonald's & McDonald's USA LLC as joint employer | Joint | 8(a)(1) unlawful statement implying employees are not allowed to discuss discipline with co-workers | |
| 31 | 31-CA-130090 | Donald Bailey d/b/a/ McDonald's & McDonald's USA LLC as joint employer | Joint | 8(a)(1) discipline of employee for having discussed potential discipline with co-workers | |

From: [Shearin, Lisa R.](#)
To: [Dunham, Geoffrey](#); [Jaffe, Leah Z.](#)
Cc: [Corbin, Jennifer G.](#)
Subject: McDonald's 10-CA-139661 coordinated
Date: Monday, November 17, 2014 11:18:50 AM

It looks like we did not earlier notify you of this charge. It does not appear to be a typical fast food organizing case; rather, it is a stand-alone discharge for protected concerted activity.

From: [Shearin, Lisa R.](#)
To: [Corbin, Jennifer G.](#)
Subject: FW: McDonalds Update
Date: Friday, November 21, 2014 10:04:12 AM
Attachments: [SET.02-CA-093893.02-CA-098662.ISA.draft.1.Nov.2014.pdf](#)
[LTR.02-CA-093893.et.al.ISA.sample.cover.LTR.17.November.2014.pdf](#)
Importance: High

For your McDonalds case

From: Harrell, Claude T.
Sent: Friday, November 21, 2014 10:00 AM
To: ML-R10-Everyone (R); ML-R11-Everyone (R); ML-RES-NAS-Everyone (R); ML-RES-BIR-Everyone (R)
Subject: FW: McDonalds Update
Importance: High

Please see below. (b) (5)

[REDACTED]

From: Tursell, Beth
Sent: Friday, November 21, 2014 9:39 AM
To: Walsh, Dennis; Posner, Charles; Morgan, Terry A.; Ohr, Peter S.; Hubbel, Daniel L; McKinney, M. Kathleen; Osthus, Marlin O.; Frankl, Joseph F.; Lineback, Rik D.; Rubin, Mori; Harrell, Claude T.; Thompson, Scott C.
Cc: Baniszewski, Joseph; Wainstein, Richard; Boda, Dolores; Karsh, Aaron; Wilson, Dorothy D.; Eddins-Hill, Rosalind Elaine; Fernbach, Karen P.; Jaffe, Leah Z.; Dunham, Geoffrey; Levin, Nelson; Tursell, Beth
Subject: McDonalds Update
Importance: High

(b) (5)

[REDACTED]

If you have any questions, please let me know. Thank you for your work on these coordinated cases!

Beth Tursell

Assistant to the General Counsel

Division of Operations-Management

(202)273-2888

beth.tursell@nrlrb.gov



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 2
26 Federal Plaza, Suite 3614
New York, NY 10278-3699

Agency Website:
www.nlrb.gov
Telephone: (212) 264-0300
Fax: (212) 264-2450

November 17, 2014

Via Electronic Mail [rbrody@brodyandassociates.com; wgoldsmith@jonesday.com]

Robert G. Brody, Esq.
Brody and Associates, LLC
179 Post Road West
Westport, CT 06880

Willis J. Goldsmith, Esq.
Jones Day
221 East 41st Street
New York, NY 10017

Re: McDonald's USA, LLC, et al.
Case Nos. 02-CA-093893, et al.

Dear Messrs. Brody and Goldsmith:

As part of the Region's standard pre-complaint settlement efforts, I am forwarding you (with this letter) a sample informal settlement agreement in two of the various charges in this matter. I am sending you this document primarily to apprise you of the terms of settlement the Region is usually prepared to accept in similar cases. Please note that the draft settlement is not intended to be the final word in our ongoing settlement discussions; the Region is willing to consider any and all written proposals any of the parties may make.

Very truly yours,

/s/ Jamie Rucker

Jamie Rucker
Field Attorney

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**LEWIS FOODS OF 42nd STREET, A McDONALD'S FRANCHISEE,
and McDONALD'S USA, LLC, JOINT EMPLOYERS**

**Cases 02-CA-093893
and 02-CA-
098662**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Parties and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Parties in English and in additional languages if the Regional Director decides that it is appropriate to do so. Responsible officials of the Charged Parties will then sign and date those Notices and immediately post them at the McDonald's restaurant at 220 West 42nd Street, New York, NY in the places where notices to employees are usually maintained. The Charged Parties will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Parties will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Parties and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTIES — Counsels for the Charged Parties authorize the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
 Initials

No _____
 Initials

LEWIS FOODS OF 42nd STREET

Yes _____
 Initials

No _____
 Initials

McDONALD'S USA, LLC

PERFORMANCE — Performance by the Charged Parties with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Parties of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Parties agree that in case of non-compliance with any of the terms of this Settlement Agreement by either Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Parties, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, the Charged Parties' joint employer status, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Parties understand and agree that all of the allegations of the Complaint will be deemed admitted and that they will have waived their right to file an Answer to such Complaint. The only issue that that Charged Parties may raise before the Board will be whether they defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Parties on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon that Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Parties have taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Parties comply with the terms and conditions of this Settlement Agreement and Notice.

| | | | |
|--|------|---|------|
| Charged Party LEWIS FOODS OF 42nd STREET, AS A JOINT EMPLOYER WITH McDONALD'S USA, LLC | | Charging Party FAST FOOD WORKERS COMMITTEE | |
| By: Name and Title | Date | By: Name and Title | Date |
| Charged Party McDONALD'S USA, LLC, AS A JOINT EMPLOYER WITH LEWIS FOODS OF 42nd STREET | | | |

| | | | |
|-------------------------------|------|-----------------------------|------|
| By: Name and Title | Date | | |
| Recommended By: | Date | Approved By: | Date |
| Jamie Rucker, Field Attorney | | Regional Director, Region 2 | |

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT make it appear to you that we are watching out for your union activities.

WE WILL NOT promise you better benefits or give you new or better benefits to discourage you from supporting a union.

WE WILL NOT cease posting employee work schedules or permitting employees to wear name tags and **WE WILL** repeal the rules we issued on those subjects.

WE WILL NOT ask you about your complaints and grievances and imply that we will fix them in order to discourage you from supporting a union.

WE WILL NOT threaten you with discharge or unspecified reprisals if you choose to be represented by or support a union.

WE WILL NOT assign employees more difficult work because of their union membership or support.

WE WILL restore (b) (6), (b) (7)(C) schedule to assign (b) (6), (b) (7)(C) to work only as a cashier.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

**LEWIS FOODS OF 42nd STREET and
McDONALD'S USA, LLC, JOINT EMPLOYERS**

(Employer)

Dated: _____

By: _____
(Representative) (Title)

Dated: _____

By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

26 Federal Plz Ste 3614
New York, NY 10278-3699

Telephone: (212)264-0300
Hours of Operation: 8:45 a.m. to 5:15 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

From: [Glen C. Shults](#)
To: [Corbin, Jennifer G.](#)
Subject: RE: McDonald's 10-CA-139661
Date: Friday, November 21, 2014 4:55:32 PM

Jennifer, (b) (6), (b) (7)(C) can meet (b) (6), (b) (7)(C)

From: Corbin, Jennifer G. [mailto:Jennifer.Corbin@nlrb.gov]
Sent: Friday, November 21, 2014 2:49 PM
To: Glen C. Shults
Subject: RE: McDonald's 10-CA-139661

Does (b) (6), (b) (7)(C) have availability on (b) (6), (b) (7)(C) of (b) (6), (b) (7)(C)?

From: Corbin, Jennifer G.
Sent: Thursday, November 20, 2014 3:12 PM
To: 'Glen C. Shults'
Subject: RE: McDonald's 10-CA-139661

Also, see if (b) (6), (b) (7)(C) can get the names/numbers of some of the other crew members and if (b) (6), (b) (7)(C) can talk them into giving me a statement.

If they will not cooperate, I can send them a letter or give them a call if I have their contact information.

From: Corbin, Jennifer G.
Sent: Thursday, November 20, 2014 1:18 PM
To: 'Glen C. Shults'
Subject: RE: McDonald's 10-CA-139661

Thanks so much. Let me know when (b) (6), (b) (7)(C) is available (b) (6), (b) (7)(C) and I will do my best to get there.

From: Glen C. Shults [mailto:shultslaw@bellsouth.net]
Sent: Thursday, November 20, 2014 12:55 PM
To: Corbin, Jennifer G.
Subject: RE: McDonald's 10-CA-139661

Jennifer, hope you get to feeling better soon. I've put in a call to (b) (6), (b) (7)(C) to see about rescheduling but (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) so I probably won't hear back until (b) (6), (b) (7)(C)

Best,
Linda

From: Corbin, Jennifer G. [mailto:Jennifer.Corbin@nlrb.gov]
Sent: Thursday, November 20, 2014 12:41 PM
To: Glen C. Shults
Subject: RE: McDonald's 10-CA-139661

I really hate to do this, but I am really not feeling well. I am struggling to get through the affidavit that I am wrapping up right now.

I am going to need to reschedule (b) (6), (b) (7)(C) for a day (b) (6), (b) (7)(C) if at all possible. I truly apologize to you and to (b) (6), (b) (7)(C) for having to do this.

From: Corbin, Jennifer G.
Sent: Wednesday, November 19, 2014 8:36 AM
To: 'Glen C. Shults'
Subject: RE: McDonald's 10-CA-139661

Would (b) (6), (b) (7)(C) be able to get any of the other crew leaders who did not get the raise to give me a statement?

Can (b) (6), (b) (7)(C) at least get their contact information for me? I will need to talk to them to confirm the protected activity and to see what they know about the reasons for (b) (6), (b) (7)(C) termination.

From: Glen C. Shults [<mailto:shultslaw@bellsouth.net>]
Sent: Tuesday, November 18, 2014 4:06 PM
To: Corbin, Jennifer G.
Subject: RE: McDonald's 10-CA-139661

OK, we'll see you at (b) (6), (b) (7)(C). Thanks
Linda

From: Corbin, Jennifer G. [<mailto:Jennifer.Corbin@nlrb.gov>]
Sent: Tuesday, November 18, 2014 4:03 PM
To: Glen C. Shults
Subject: RE: McDonald's 10-CA-139661

Yes. I have an affidavit here in the office on (b) (6), (b) (7)(C) and I will leave right after and head to Asheville.

From: Glen C. Shults [<mailto:shultslaw@bellsouth.net>]
Sent: Tuesday, November 18, 2014 3:58 PM
To: Corbin, Jennifer G.
Subject: RE: McDonald's 10-CA-139661

I just got off the phone with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) works until (b) (6), (b) (7)(C). Can we confirm (b) (6), (b) (7)(C)?

Thanks.
Linda

From: Corbin, Jennifer G. [<mailto:Jennifer.Corbin@nlrb.gov>]
Sent: Monday, November 17, 2014 9:03 AM
To: Glen C. Shults
Subject: RE: McDonald's 10-CA-139661

I could do anytime on (b) (6), (b) (7)(C) if that works.

From: Corbin, Jennifer G.
Sent: Monday, November 17, 2014 9:01 AM
To: Glen C. Shults
Subject: RE: McDonald's 10-CA-139661

My appt for (b) (6), (b) (7)(C) has already taken off of work.

I can do (b) (6), (b) (7)(C) if that will work.

From: Corbin, Jennifer G.
Sent: Friday, November 14, 2014 4:32 PM
To: Glen C. Shults
Subject: Re: McDonald's 10-CA-139661

I just made an appointment for the same day...let me see if I can move them to (b) (6), (b) (7)(C)

Sent from [Nine](#)

From: "Glen C. Shults" <shultslaw@bellsouth.net>
Sent: Nov 14, 2014 4:17 PM
To: Corbin, Jennifer G.
Subject: RE: McDonald's 10-CA-139661

Jennifer, I just spoke to (b) (6), (b) (7)(C) Can we confirm for (b) (6), (b) (7)(C) Thanks.
Linda

From: Corbin, Jennifer G. [<mailto:Jennifer.Corbin@nlrb.gov>]
Sent: Friday, November 14, 2014 1:51 PM
To: Glen C. Shults
Subject: RE: McDonald's 10-CA-139661

I am available (b) (6), (b) (7)(C) as well.

From: Glen C. Shults [<mailto:shultslaw@bellsouth.net>]
Sent: Friday, November 14, 2014 1:51 PM
To: Corbin, Jennifer G.
Subject: RE: McDonald's 10-CA-139661

OK, I'll check with (b) (6), (b) (7)(C) and get back to you as soon as I hear.

From: Corbin, Jennifer G. [<mailto:Jennifer.Corbin@nlrb.gov>]
Sent: Friday, November 14, 2014 1:42 PM
To: Glen C. Shults
Subject: RE: McDonald's 10-CA-139661

That sounds good.
Thanks!

From: Glen C. Shults [<mailto:shultslaw@bellsouth.net>]
Sent: Friday, November 14, 2014 1:39 PM
To: Corbin, Jennifer G.
Subject: RE: McDonald's 10-CA-139661

Good afternoon Ms. Corbin—(b) (6), (b) (7)(C) gets (b) (6), (b) (7)(C) work schedule for next week at (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) would call me (b) (6), (b) (7)(C). I'll ask (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) I believe (b) (6), (b) (7)(C) normally gets off

work by (b) (6), (b) (7)(C). If we set the meeting up for (b) (6), (b) (7)(C) (provided this doesn't conflict with (b) (6), (b) (7)(C) work schedule), would that give you enough time?

Thanks.

Linda Vespereny

From: Corbin, Jennifer G. [<mailto:Jennifer.Corbin@nlrb.gov>]

Sent: Friday, November 14, 2014 1:12 PM

To: shultslaw@bellsouth.net

Subject: McDonald's 10-CA-139661

Ms. Vespereny-

I wanted to check in with you on this case/witness.

Does (b) (6), (b) (7)(C) still want to pursue (b) (6), (b) (7)(C) NLRB charge?

I am available on (b) (6), (b) (7)(C) to come to Asheville for (b) (6), (b) (7)(C) statement.

Thanks!

Jennifer Corbin, Board Agent
National Labor Relations Board, SubRegion 11
4035 University Parkway, Suite 200
P.O. Box 11467
Winston-Salem, NC 27116-1467
(Office) 336.631.5196
(Fax) 336.631.5210




From: [Shearin, Lisa R.](#)
To: [Corbin, Jennifer G.](#)
Subject: FW: McDonalds Update
Date: Monday, November 24, 2014 5:54:02 PM

Please just file this in our McDonalds case at this time. Thanks!

From: Harrell, Claude T.
Sent: Monday, November 24, 2014 5:43 PM
To: ML-R10-Supervisors (R)
Subject: FW: McDonalds Update

From: Tursell, Beth
Sent: Monday, November 24, 2014 5:38 PM
To: Walsh, Dennis; Posner, Charles; Morgan, Terry A.; Ohr, Peter S.; Hubbel, Daniel L; McKinney, M. Kathleen; Osthus, Marlin O.; Frankl, Joseph F.; Lineback, Rik D.; Rubin, Mori; Harrell, Claude T.; Thompson, Scott C.
Cc: Baniszewski, Joseph; Wainstein, Richard; Boda, Dolores; Karsh, Aaron; Wilson, Dorothy D.; Eddins-Hill, Rosalind Elaine; Fernbach, Karen P.; Jaffe, Leah Z.; Dunham, Geoffrey; Levin, Nelson; Tursell, Beth
Subject: RE: McDonalds Update

(b) (5)

Beth Tursell

Assistant to the General Counsel

Division of Operations-Management

(202)273-2888

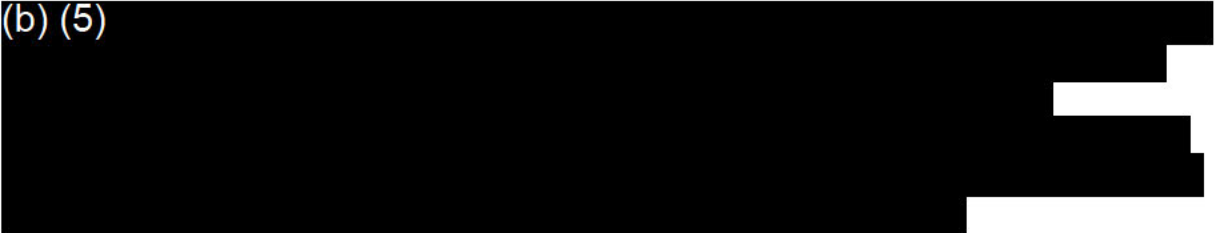
beth.tursell@nrlrb.gov

From: Tursell, Beth
Sent: Friday, November 21, 2014 9:39 AM
To: Walsh, Dennis; Posner, Charles; Morgan, Terry A.; Ohr, Peter S.; Hubbel, Daniel L; McKinney, M. Kathleen; Osthus, Marlin O.; Frankl, Joseph F.; Lineback, Rik D.; Rubin, Mori; Harrell, Claude T.; Thompson, Scott C.
Cc: Baniszewski, Joseph; Wainstein, Richard; Boda, Dolores; Karsh, Aaron; Wilson, Dorothy D.; Eddins-Hill, Rosalind Elaine; Fernbach, Karen P.; Jaffe, Leah Z.; Dunham, Geoffrey; Levin, Nelson; Tursell, Beth

Subject: McDonalds Update

Importance: High

(b) (5)



If you have any questions, please let me know. Thank you for your work on these coordinated cases!

Beth Tursell

Assistant to the General Counsel

Division of Operations-Management

(202)273-2888

beth.tursell@nrlrb.gov



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 11
4035 University Pkwy Ste 200
Winston Salem, NC 27106-3275

Agency Website: www.nlrb.gov
Telephone: (336)631-5201
Fax: (336)631-5210

Agent's Direct Dial: (336)631-5196

November 25, 2014

Doreen S. Davis, Attorney
Jones Day
222 East 41st Street
New York, NY 10017-6727

Re: McDonald's Restaurants of North Carolina,
Inc., d/b/a McDonald's of Asheville-
Biltmore
Case 10-CA-139661

Dear Ms. Davis:

I am writing this letter to advise you that it is now necessary for me to take evidence from your client regarding the allegations raised in the investigation of the above-referenced matter. Set forth below are the allegations and issues on which your evidence is needed, a request to take affidavits, a request for documentary evidence, and the date for providing your evidence.

Allegations: The Charging Party, (b) (6), (b) (7)(C) (7)(C) alleges that (b) (6), (b) (7)(C) was suspended and then terminated in (b) (6), (b) (7)(C) 2014 in response to (b) (6), (b) (7)(C) protected concerted activities.

Board Affidavits: I am requesting to take affidavits from (b) (6), (b) (7)(C) as well as any other individuals you believe have information relevant to the investigation of this matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by December 3, 2014, to schedule these affidavits.

Documents: Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. A list of all employees who worked at this location in 2014 and their contact information (address and phone numbers).
2. A copy of (b) (6), (b) (7)(C) personnel file.
3. In early 2014, did the Employer post notices to employees directing them not to speak to one another about their raises or wage rates? Please provide a copy of this posting.
4. In early 2014, did the Employer (specifically (b) (6), (b) (7)(C)) verbally instruct employees not to discuss their wages or raise amounts with other employees and instruct them that if they did they could be terminated for such?

November 25, 2014

5. What is the Employer's policy with regard to issuing raises to employees after they complete crew trainer training? Did (b) (6), (b) (7)(C) complete this training program? Which other employees at this facility completed the training with (b) (6), (b) (7)(C) Did (b) (6), (b) (7)(C) and the other employees who completed the training in (b) (6) 2013 receive raises for completing this program?
6. Provide any notes, summaries or other documentation compiled or prepared by (b) (6), (b) (7)(C) concerning (b) (6), (b) (7)(C) meeting with (b) (6), (b) (7)(C) in (b) (6) 2014.
7. Provide the Employer's reason(s) for placing (b) (6), (b) (7)(C) on suspension (b) (6), (b) (7)(C) 2104.
8. Provide the Employer's reason(s) for terminating (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) 2014. Detail what events led to (b) (6), (b) (7)(C) termination, who made the decision to terminate (b) (6), (b) (7)(C) and on what date this decision was made.
9. Provide any emails, memos, notes or other documents used, considered or reviewed by the Employer in the process of terminating (b) (6), (b) (7)(C)
10. Provide any video evidence the Employer has related to the reason(s) for (b) (6), (b) (7)(C) termination.
11. Provide any counseling, discipline or terminations issued to employees in the last three years for the act of stealing food.
12. For each of the employees who were issued the above counseling, discipline or termination for stealing food in the past three years, provide their personnel files.

Position on 10(j) Relief: You are also requested to provide your position as to the appropriateness of Section 10(j) injunctive relief in this matter. As you may know, Section 10(j) of the Act permits the NLRB to ask a federal district court "for appropriate temporary relief or restraining order" pending the Board's resolution of an unfair labor practice charge. The district court is authorized to grant "such temporary relief or restraining order as it deems just and proper." If the Region determines the Charged Party has violated the Act as alleged, the Region will consider whether to seek injunctive relief in this matter. Accordingly, please provide your position, legal theory, case law, and supporting evidence regarding whether injunctive relief would be appropriate for the alleged violations in this case and whether such injunctive relief would be just and proper. I wish to emphasize that the Region has not yet made a decision as to whether the Charged Party has violated the Act as alleged. Rather, we want to provide you with adequate notice that injunctive relief will be considered if such a decision is made.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by **Wednesday, December 10, 2014.** Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **www.nlr.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

McDonald's Restaurants of North Carolina, - 3 -
Inc., d/b/a McDonald's of Asheville-
Biltmore
Case 10-CA-139661

November 25, 2014

Please contact me at your earliest convenience by telephone, (336)631-5196, or e-mail, jennifer.corbin@nlrb.gov, so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

JENNIFER A. CORBIN
Field Examiner

From: [Shearin, Lisa R.](#)
To: [Jaffe, Leah Z.](#); [Dunham, Geoffrey](#)
Cc: [Corbin, Jennifer G.](#)
Subject: McDonald's case 10-CA-139661
Date: Thursday, December 4, 2014 10:16:35 AM

We have a McDonald's stand-alone case referenced above. This is an individually filed pca charge, not involving any union issues or organizing case. (b) (5), (b) (6), (b) (7)(C)

Thanks.

Lisa Shearin

From: [Glen C. Shults](#)
To: [Corbin, Jennifer G.](#)
Subject: RE: McDonald's 10-CA-139661
Date: Tuesday, December 9, 2014 11:18:24 AM

Jennifer, this morning I sent the employer my marked up revisions to their global settlement draft. We are scheduled to have something final back to the (b) (6), (b) (7)(C) by 12/16. Hopefully we'll have something before that.

From: Corbin, Jennifer G. [<mailto:Jennifer.Corbin@nrlb.gov>]
Sent: Tuesday, December 09, 2014 11:10 AM
To: Glen C. Shults
Subject: RE: McDonald's 10-CA-139661

Any idea on how long this will take? The Region has to make a decision on the case by the 19th and the Employer has not provided a response because they also believe that a global settlement will be reached.

I will need a copy of the settlement for the file and need to know if any monies were provided to the Charging Party.

Attached is an OM memo on what the Board will approve for a Non-Board Settlement if that will help you at all.

From: Corbin, Jennifer G.
Sent: Tuesday, December 09, 2014 10:55 AM
To: 'Glen C. Shults'
Subject: RE: McDonald's 10-CA-139661

Great news. I hope it all goes well.

From: Glen C. Shults [<mailto:shultslaw@bellsouth.net>]
Sent: Tuesday, December 09, 2014 10:54 AM
To: Corbin, Jennifer G.
Subject: RE: McDonald's 10-CA-139661

Jennifer, we had the (b) (6), (b) (7)(C) last week and are now in the process of ironing out a global settlement. I'll keep you posted as soon as we get something finalized.

Linda

From: Corbin, Jennifer G. [<mailto:Jennifer.Corbin@nrlb.gov>]
Sent: Tuesday, December 09, 2014 10:27 AM
To: Glen C. Shults
Subject: McDonald's 10-CA-139661

The Employer says that there is a (b) (6), (b) (7)(C) scheduled with (b) (6), (b) (7)(C) this week. Is there a (b) (6), (b) (7)(C) this week? They asked for an additional week to provide a response because of the possibility of a global settlement (b) (6), (b) (7)(C).

Thanks!

Jennifer Corbin, Board Agent

National Labor Relations Board, SubRegion 11
4035 University Parkway, Suite 200
P.O. Box 11467
Winston-Salem, NC 27116-1467
(Office) 336.631.5196
(Fax) 336.631.5210

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (the "Agreement") is made by and between (b) (6), (b) (7)(C) ("Employee") and McDONALD'S RESTAURANTS OF NORTH CAROLINA, INC. ("McDonald's" or the "Company") (together, the "Parties");

WHEREAS, Employee filed a charge of discrimination, Charge No. (b) (6), (b) (7)(C), currently pending with the (b) (6), (b) (7)(C) or the "Agency", in which Employee alleged that McDonald's (i) discriminated against (b) (6), (b) (7)(C) based on (b) (6), (b) (7)(C) race and sex; and (ii) retaliated against (b) (6), (b) (7)(C) based on (b) (6), (b) (7)(C) protected activity, in violation of Title VII of the Civil Rights Act of 1964 (hereinafter, the "Charge");

WHEREAS, Employee filed an Unfair Labor Practice Charge, Charge No. 10-CA-139661 (the "ULP") with the National Labor Relations Board (the "NLRB"), alleging that McDonald's violated the National Labor Relations Act by suspending and discharging (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) protected concerted activity of discussing the terms and conditions of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) co-workers' employment with (b) (6), (b) (7)(C) co-workers, (b) (6), (b) (7)(C) supervisors, the general manager of the store, and a Company human resources representative;

WHEREAS, Employee filed a charge with the (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2014 (the "(b) (6), (b) (7)(C) Charge");

WHEREAS, McDonald's denies that it discriminated and/or retaliated against Employee, or otherwise violated any of Employee's rights, statutory or otherwise;

WHEREAS, Employee and McDonald's desire to settle and compromise all disputes, allegations, and all other matters at this time;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. Within five (5) days following the receipt by Employee of a fully executed copy of this Agreement from McDonald's, Employee shall execute and submit (i) to the Agency a request to withdraw the charge in the form attached hereto as Exhibit A, as well as any other appropriate form(s) requested by the Agency or the assigned mediator sufficient to cause the withdrawal of the Charge and closure of all matters referenced in the Charge; (ii) to the NLRB a request to withdraw the ULP in the form attached hereto as Exhibit B, in addition to any other form(s) or document(s) requested by the NLRB as necessary to cause the withdrawal of the ULP and closure of all matters referenced in the ULP; and (iii) to the (b) (6), (b) (7)(C) a request to withdraw the (b) (6), (b) (7)(C) Charge in the form attached hereto as Exhibit C, in addition to any other form(s) or document(s) requested by the (b) (6), (b) (7)(C) as necessary to cause the withdrawal of the (b) (6), (b) (7)(C) Charge and closure of all matters referenced in the (b) (6), (b) (7)(C) Charge. Employee shall

Employee's Initials: (b) (6), (b) (7)(C)

McDonald's Representative's Initials: 

contemporaneously provide counsel for McDonald's with copies of such documentation reflecting Employee's submission of Exhibits A, B and C and any other required documents.

2. Under the terms of this Agreement, and subject to Employee's continued compliance with such terms and the fulfillment of all of the conditions in this Agreement, McDonald's will pay the following:


- (a) to Employee, a one-time gross lump sum payment in the amount of (b) (4), (D) less applicable taxes and deductions, to compensate Employee for alleged front pay and/or any other wage-related claims associated with the allegations contained in Employee's (b) Charge and the (b) (6), Charge (this amount shall be reported to governmental tax authorities on an IRS Form W-2);
- (b) to Employee, a one-time gross lump sum payment in the amount of (b) (4), (b) (6), (E), payable to Employee, without deductions, to compensate Employee for alleged compensatory damages for Employee's asserted pain, suffering, emotional and/or physical injuries allegedly caused by Employee's employment with McDonald's, and termination thereof (such payment will be reported to governmental tax authorities in Box 3 of an IRS Form 1099); and
- (c) to Employee's attorney, Glen C. Shults, at the Law Offices of Glen C. Shults, 959 Merrimon Avenue, Suite 204, Asheville, NC 28804 ("Employee's Attorney") a one-time lump sum payment in the amount of four thousand dollars (\$4,000.00) as compensation for services rendered by Employee's Attorney on behalf of Employee. In connection with this payment, Employee and Employee's Attorney will provide an IRS Form W-9 for Employee's Attorney in the same manner and on the same timeline as required of Employee by Paragraph 12 of this Agreement.

Together, the payments described in this Paragraph 2 will be referred to as the "Settlement Payment."

The Settlement Payment will be made to Employee within three (3) business days after the Effective Date of this Agreement as defined in Paragraph 12, and after the latter of (i) the date on which McDonald's executes the Agreement and the Agreement becomes binding on all parties hereto; (ii) Employee causes the withdrawal of the (b) Charge and the (b) (6), Charge; and (iii) the date on which the NLRB dismisses the ULP. Employee acknowledges and agrees that Employee would not be entitled to this Settlement Payment if Employee had not executed this Agreement.

In the event McDonald's fails to pay the Settlement Payment, McDonald's agrees to pay any attorneys' fees and costs that Employee incurs in order to require McDonald's to make Settlement Payment.

Employee's Initials (b) (6), (b) (7)(C)

McDonald's Representative's Initials: 

In addition, Employee acknowledges Employee's sole responsibility for any and all federal, state, local, and other taxes attributable or relating in any way to the Settlement Payment provided in this Paragraph 2, and Employee agrees to indemnify McDonald's and the other Released Parties (as defined below) for any federal, state, local, or other tax liability (including without limitation, liability for back withholding, penalties, interest, and attorneys' fees) incurred by McDonald's and/or any of the Released Parties attributable to or relating in any way to the Settlement Payment provided for in this Paragraph 2.

3. McDonald's agrees that it will revise its records to indicate that Employee voluntarily resigned (b) (6), (b) (7)(C) employment with the Company. If Employee is required to represent on an employment application or other form as to whether (b) (6), (b) (7)(C) is eligible for rehire by McDonald's, (b) (6), (b) (7)(C) may respond "yes." Notwithstanding, Employee understands and agrees that in exchange for consideration provided to (b) (6), (b) (7)(C) by McDonald's as outlined in this Agreement, (b) (6), (b) (7)(C) has waived any right (b) (6), (b) (7)(C) may have to (i) reinstatement or rehire by McDonald's prior to December 15, 2019; and (ii) employment with any other McDonald's restaurant that is owned and operated by McDonald's Corporation (and located outside of the state of North Carolina) prior to December 15, 2016. This agreement does not limit or otherwise prohibit Employee from applying for employment with any McDonald's restaurants that are operated by McDonald's franchisee(s).

4. The term "Released Parties" as used in this Agreement includes: (a) McDonald's and its respective past, present, and future parents, divisions, subsidiaries, partnerships, affiliates, and other related entities (whether or not such entities are wholly owned); (b) the past, present, and future owners, trustees, fiduciaries, administrators, shareholders, directors, officers, partners, agents, representatives, employees, and attorneys of each entity identified in subpart (a) of this paragraph; and (c) the predecessors, successors, and assigns of each entity identified in subparts (a) and (b) of this paragraph.

5. Employee, and anyone claiming through Employee or on Employee's behalf, agrees to release McDonald's and the other Released Parties with respect to any and all claims, actions, causes of action, complaints, grievances, demands, allegations, promises, and obligations for damages, and any and all other demands Employee may have against the Released Parties or has ever had, whether known or unknown, concerning, relating to, or arising out of any alleged acts or omissions by any of the Released Parties from the beginning of time to the date on which Employee executes this Agreement, including without limitation all claims asserted by Employee in the Charge, the ULP and/or the (b) (6), (b) (7)(C) Charge, any additional claims asserted on Employee's behalf by Employee's legal counsel, and all other claims arising under any act, statute, constitution, regulation, executive order, ordinance, or the common law, including any claims for attorneys' fees and/or costs. Without limiting the generality of the foregoing, the claims released by Employee hereunder include, but are not limited to:

Employee's Initial

(b) (6), (b) (7)(C)

McDonald's Representative's Initials:

am

- (a) all claims for or related in any way to Employee's employment, compensation, other terms and conditions of employment, or cessation of employment with McDonald's;
- (b) all claims that were or could have been asserted by Employee or on Employee's behalf: (i) in any federal, state, or local court, commission, or agency; (ii) under any public policy or common law theory; or (iii) under any employment, contract, tort (including but not limited to claims for infliction of emotional distress), federal, state, or local law, regulation, ordinance, or executive order; and
- (c) all claims that were or could have been asserted by Employee or on Employee's behalf arising under any of the following laws, as in effect or amended from time to time: Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Civil Rights Act of 1991, Sections 1981 and 1981a of the Civil Rights Act of 1866, the American with Disabilities Act, the Age Discrimination in Employment Act, the Worker Adjustment and Retraining Notification Act, the Fair Labor Standards Act, the Genetic Information Nondiscrimination Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Lilly Ledbetter Fair Pay Act of 2009, the Occupational Safety and Health Act, the Sarbanes-Oxley Act, the Dodd-Frank Act, the Employee Polygraph Protection Act, North Carolina Equal Employment Practices Act, the North Carolina Equal Opportunity Law, the North Carolina Whistleblower Protection Law, the North Carolina Persons with Disabilities Protection Act, and any other federal, state or local statute, regulation and/or ordinance.

Nothing in this Agreement is intended to waive claims for (i) vested rights under ERISA-covered employee benefit plans as applicable on the date Hurst signs this Agreement; (ii) that may arise after Hurst signs this Agreement, or (iii) which cannot be released by private agreement. Further, nothing in this Agreement shall affect Employee's rights to file charges of discrimination/cooperate with any state or federal administrative agency alleging violations of state or federal anti-discrimination laws, or otherwise engage in legally protected activity that is consistent with the confidentiality provisions contained in this agreement, with the understanding and agreement that Employee may not accept any money or anything of economic value as a result of having filed such charges. Employee further agrees that, if any of the claims released by this Agreement are brought on Employee's behalf or for Employee's benefit in a court or administrative agency, Employee will waive and agree not to accept any award of money or other damages as a result of such claim or claims.

5A. Release of Employee by McDonald's and other Released Parties: The "Released Parties" as defined in Paragraph 4, knowingly and voluntarily release any and all claims, actions, causes of action, complaints, demands, allegations,

Employee's Initial

(b) (6), (b) (7)(C)

McDonald's Representative's Initials:

[Signature]

promises and obligations for damages, and any and all other demands "Released Parties" may have against Employee or have ever had, whether known or unknown, concerning, relating to, or arising out of any alleged acts or omissions by Employee from the beginning of time to the date on which McDonald's executes this Agreement, including any claims arising under any act, statute, regulation, ordinance, or the common law, including any claims for attorneys' fees and/or costs.

6. The consideration offered herein is accepted by Employee as being in full accord, satisfaction, compromise and settlement of any and all claims or potential claims against McDonald's and the Released Parties, and Employee expressly agrees that Employee is not entitled to and shall not receive any further payments, benefit, or other concession, compensation, or recovery of any kind from McDonald's or any of the other Released Parties, including but not limited to reinstatement. Employee acknowledges and agrees that, except as expressly provided herein, each party shall bear its own costs and attorneys' fees, and that neither party shall be deemed a "prevailing party" for purposes of any fee-shifting statute or agreement. Employee agrees not to initiate legal action of any kind against McDonald's based upon any claims or potential claims arising at any time prior to Employee's execution of this Agreement. Employee further agrees to repay to McDonald's the Settlement Payment, and to pay to McDonald's all attorneys' fees and costs that McDonald's incurs in defending any action initiated by Employee in violation of this Paragraph 6 of the Agreement.

7. Employee represents and warrants that: (a) Employee has not filed or initiated any legal, equitable, administrative, or other proceeding(s) against any of the Released Parties, other than the Charge, the ULP and the (b) (6), Charge; (b) no such proceeding(s) have been initiated against any of the Released Parties on Employee's behalf; (c) Employee is the sole owner of the actual or alleged claims, demands, rights, causes of action, and other matters that are released in Paragraph 5 above; (d) the same have not been transferred or assigned or caused to be transferred or assigned to any other person, firm, corporation or other legal entity; and (e) Employee has the full right and power to grant, execute, and deliver the releases, undertakings, and agreements contained in this Agreement. Employee further agrees to repay to McDonald's the Settlement Payment, and to pay to McDonald's all attorneys' fees and costs that McDonald's incurs in defending any action initiated by Employee in violation of this Paragraph 7 of the Agreement.

8. The parties agree to not disclose to any third party with the exception of the Internal Revenue Service or state or local taxing authorities and/or Employee's spouse/fiancé (if any), accountant (if any), tax advisors (if any), and attorney (all of whom will be bound by this confidentiality provision) or unless required to comply with subpoena or other legal process any of the following: (a) the monetary terms of this Agreement; or (b) any facts or information learned during settlement or mediation communications between the parties. This confidentiality provision applies to any and all means of disclosure, including but not limited to verbal, written, and social media (e.g., by Twitter, Facebook).

Employee's Initials

(b) (6), (b) (7)(C)

McDonald's Representative's Initials:

CAW

In response to any inquiry regarding the (b) Charge and/or (b) (6), Charge, the parties shall state only that: "The matter has been resolved and withdrawn." In the event that Employee is required by applicable law, regulation or legal process (including subpoena) to disclose any of the information identified in this Paragraph 8, Employee shall notify McDonald's promptly (and in all cases prior to making any such disclosure of the existence or terms of this Agreement) by contacting McDonald's counsel named in Paragraph 12 of this Agreement so that McDonald's may seek a protective order or other appropriate remedy or, at its sole discretion, waive compliance with the terms of this provision of the Agreement. This paragraph is not intended to limit Employee's rights under the National Labor Relations Act or any other law.

9. Employee agrees to refer all persons making inquiries or seeking employment references specifically to (b) (6), (b) (7)(C) (or (b) (6), successor) at (b) (6), (b) (7)(C), located at 4601 Six Forks Road, Suite 200 Raleigh, NC 27609 and, in the alternative, to the McDonald's Employee Service Center at 877-623-1955. In the event (b) (6), (b) (7)(C) is no longer employed by McDonald's Corporation or is otherwise unavailable and the identity of (b) successor is not known to Employee, then Employee shall refer all persons making inquiries or seeking employment references to the McDonald's Service Center. McDonald's agrees that (b) (6), (b) (7)(C), (b) (6), successor, and the McDonald's Employee Service Center shall respond to all such inquiries with Employee's dates of employment and position held at the time (b) (6), separated from McDonald's. Employee agrees that McDonald's shall not be responsible for results of inquiries that are directed to any person or department of McDonald's other than (b) (b) (6), (b) successor, and/or the McDonald's Employee Service Center. McDonald's agrees to pay Employee all reasonable attorneys' fees and costs that Employee incurs in initiating any legal process inconsistent with the representations and warranties made in this Paragraph 9 of the Agreement.

10. Nothing in this Agreement is intended to be or shall be construed as an admission by McDonald's, or any of the other Released Parties, that any of them violated any law, interfered with any right, breached any obligation or otherwise engaged in any improper or illegal conduct with respect to Employee or otherwise. Each of the Released Parties expressly denies any such illegal or wrongful conduct.

11. Employee acknowledges, understands, and agrees that Employee:
- (a) HAS READ AND UNDERSTANDS THE TERMS AND EFFECT OF THIS AGREEMENT;
 - (b) UNDERSTANDS THAT THIS IS THE FULL AND FINAL RELEASE OF ALL CLAIMS AGAINST THE RELEASED PARTIES THROUGH THE DATE EMPLOYEE SIGNS THIS AGREEMENT;
 - (c) HAS BEEN PROVIDED A REASONABLE PERIOD OF TIME WITHIN WHICH TO CONSIDER WHETHER TO SIGN THIS AGREEMENT;

Employee's Initial

(b) (6), (b) (7)(C)

McDonald's Representative's Initials:

Law

- (d) RELEASES AND WAIVES CLAIMS UNDER THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, IN EXCHANGE FOR CONSIDERATION IN ADDITION TO ANYTHING OF VALUE TO WHICH EMPLOYEE MAY ALREADY BE ENTITLED; and
- (e) IS HEREBY ADVISED OF EMPLOYEE'S RIGHT TO HAVE AN ATTORNEY REVIEW THIS AGREEMENT BEFORE EMPLOYEE SIGNS IT.

12. Employee may accept this Agreement by delivering an executed copy to counsel for McDonald's, Nigel F. Telman at Proskauer Rose LLP, Three First National Plaza, 70 West Madison, Suite 3800, Chicago, Illinois 60602, ntelman@proskauer.com. McDonald's will accept this Agreement by delivering a fully executed copy of this Agreement to Employee's Counsel, Linda Vespereny, Law Offices of Glen C. Shults, 959 Merrimon Avenue, Suite 204, Asheville, North Carolina 28804. The "Effective Date" of this Agreement shall be the later of the following dates: (i) the date on which Employee causes to be delivered an executed original of this Agreement and an executed IRS Form W-9 to McDonald's counsel at the address listed in this Paragraph 12; (ii) the date on which the NLRB dismisses the ULP, as described below at Paragraph 13; and (iii) the date on which the (b) (6), dismisses the (b) (6), Charge, as described below at Paragraph 14.

13. This Agreement is contingent on approval by the NLRB of the withdrawal of the ULP attached hereto as Exhibit B. The Agreement will be null and void if the NLRB refuses to approve the withdrawal of the ULP.

14. This Agreement is contingent on dismissal of the (b) (6), Charge by the (b) (6). The Agreement will be null and void if the (b) (6), refuses to dismiss the (b) (6), Charge.

15. This Agreement embodies the entire agreement and understanding of the parties hereto with regard to the matters described herein and supersedes any and all prior and/or contemporaneous agreements and understandings, oral or written, between said parties regarding such matters.

16. This Agreement shall be construed, interpreted, governed and enforced in accordance with the internal laws of the State of North Carolina without regard to choice of laws or conflict of laws principles.

17. The parties agree that this Agreement may be modified only in writing, and that any party's failure to enforce this Agreement in the event of one or more events which violate this Agreement shall not constitute a waiver of any right to enforce this Agreement against subsequent violations.

18. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any

Employee's Initials

(b) (6), (b) (7)(C)

McDonald's Representative's Initials:



provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument.

THE PARTIES STATE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AND THAT THEY INTEND TO BE BOUND THERETO.

(b) (6), (b) (7)(C)

MCDONALD'S RESTAURANTS OF
NORTH CAROLINA, INC.

By: Paul T. Rendi

Its: Attorney

Dated: 12/12/14

Dated: 12/11/2014

(b) (6), (b) (7)(C)

Employee's Initials

McDonald's Representative's Initials: AR

Exhibit A

December 12, 2014

Re: Request for Dismissal of (b) Charge Number (b) (6), (b) (7)(C)

To Whom It May Concern:

The purpose of this letter is to notify you that on December 10, 2014, the parties reached a mutual agreement to resolve all disputes set forth in the above-referenced charge that I previously filed against McDonald's. Therefore, I respectfully request that my charge be dismissed and the matter be closed.

If you require any additional information, please contact my attorney Linda Vespereny, Law Offices of Glen C. Shults, 959 Merrimon Avenue, Suite 204, Asheville, North Carolina 28804. Her telephone number is (828) 251-9676.

(b) (6), (b) (7)(C)

Employee's Initial

(b) (6), (b) (7)(C)

McDonald's Representative's Initials:

Car

Exhibit B

December 12, 2014

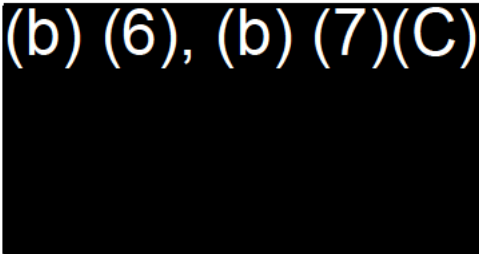
Re: Request to Withdraw NLRB Charge Number 10-CA-139661

To Whom It May Concern:

The purpose of this letter is to notify you that on December 10, 2014, the parties reached an agreement to resolve the above-referenced charge under the terms and conditions contained in the attached Settlement Agreement. Therefore, I respectfully request to withdraw my charge and that the matter be closed.

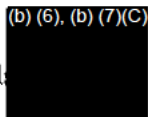
If you require any additional information, please contact my attorney Linda Vespereny, Law Offices of Glen C. Shults, 959 Merrimon Avenue, Suite 204, Asheville, North Carolina 28804. Her telephone number is (828) 251-9676.

(b) (6), (b) (7)(C)



Employee's Initial

(b) (6), (b) (7)(C)



McDonald's Representative's Initials:



Exhibit C

December 12, 2014

Re: Request for Dismissal of (b) (6), (b) (7)(C) Charge filed on
(b) (6), (b) (7)(C)

To Whom It May Concern:

The purpose of this letter is to notify you that on December 10, 2014, the parties reached a mutual agreement to resolve all disputes set forth in the above-referenced charge that I previously filed against McDonald's. Therefore, I respectfully request that my charge be dismissed and the matter be closed.

If you require any additional information, please contact my attorney Linda Vespereny, Law Offices of Glen C. Shults, 959 Merrimon Avenue, Suite 204, Asheville, North Carolina 28804. Her telephone number is (828) 251-9676.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Employee's Initials

12/05/2014 2:25 pm

McDonald's Representative's Initials: _____

Case Name: McDonald's Restaurants of North Carolina, Inc., d/b/a McDonald's of Asheville-Biltmore
Case No.: 10-CA-139661
Agent: JAC

CASEHANDLING LOG

[illegible]



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 11
4035 University Pkwy Ste 200
Winston Salem, NC 27106-3275

Agency Website: www.nlr.gov
Telephone: (336)631-5201
Fax: (336)631-5210

December 16, 2014

Doreen S. Davis, Attorney
Jones Day
222 East 41st Street
New York, NY 10017-6727

Michael S. Ferrell, Esq.
Jones Day
77 West Wacker Drive
Suite 3500
Chicago, IL 60601

Andrew Madsen, Esq.
Jones Day
77 W. Wacker Drive
Suite 3500
Chicago, IL 60601-1701

Joshua Grossman, Esq.
Jones Day
222 E 41st Street
New York, NY 10017-6702

Re: McDonald's Restaurants of North Carolina,
Inc., d/b/a McDonald's of Asheville-
Biltmore
Case 10-CA-139661

Dear Ms. Davis, Ferrell, Mr. Madsen, Mr. Grossman:

The Charging Party has asked to withdraw the above charge based upon a private agreement between the parties. I have approved this request, conditioned on the performance of the undertakings in that private agreement.

The charge is subject to reinstatement for further processing if the Charging Party requests reinstatement and supports its request with evidence of non-compliance with the undertakings in the private agreement.

Very truly yours,

Claude T. Harrell Jr.
Regional Director

By:

A handwritten signature in black ink, appearing to read "Scott C. Thompson", written over a horizontal line.

Scott C. Thompson
Officer in Charge

McDonald's Restaurants of North Carolina, - 2 -
Inc., d/b/a McDonald's of Asheville-
Biltmore
Case 10-CA-139661

December 16, 2014

cc: (b) (6), (b) (7)(C)
McDonald's Restaurants of North
Carolina, Inc., d/b/a McDonald's of
Asheville-Biltmore
35 Hendersonville Rd
Asheville, NC 28803-2646

(b) (6), (b) (7)(C)